



CITY OF RUSHVILLE

TITLE VI NONDISCRIMINATION POLICY

APPROVED:

MAYOR MIKE PAVEY, 133 WEST 1ST STREET, RUSHVILLE, IN 46173

City of Rushville's Nondiscrimination Policy

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1. Introduction

To establish a policy of non-discrimination in the conduct of its business, including its Title VI responsibilities as it relates to transportation services. The City of Rushville recognizes its responsibilities to the community in which it operates and to the society it serves. It is the City of Rushville's policy to utilize its best efforts to assure that no person shall, on the grounds of race, color, age, sex, sexual orientation, gender identity, disability, religion, income status, limited English proficiency, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under its program of transit service delivery and related benefits, or any other service, program and policy established by the City of Rushville.

This policy is not meant to imply that special preference should be made on account of race, color, age, sex, sexual orientation, gender identity, disability, religion, income status, limited English proficiency, or national origin, but equal opportunity shall be provided.

2. Nondiscrimination Policy Statement

Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance. Pursuant to Title VI of the Civil Rights Act of 1964, as amended, and the Civil Rights Restoration Act of 1987, which sought to clarify and restore Title VI, the City of Rushville, Indiana, will not exclude from participation in, deny the benefits of, or subject to discrimination any individual on the ground of race, color, age, sex, sexual orientation, gender identity, disability, religion, income status, limited English proficiency or national origin.

Objectives of the policy are to:

- A. Ensure that the level and quality of transportation service is provided without regard to race, color, age, sex, sexual orientation, gender identity, disability, religion, income status, limited English proficiency, or national origin;
- B. Identify and address, as appropriate, disproportionately high and adverse human health and environmental effects, including social and economic effects of programs and activities on minority populations and low-income populations;
- C. Promote the full and fair participation of all affected populations in transportation decision-making;
- D. Prevent the denial, reduction, or delay in benefits related to programs and activities that benefit minority populations or low-income populations;
- E. Ensure meaningful access to programs and activities by persons with limited English proficiency.

3. Title VI Coordination:

Marcia Fish, City of Rushville Title VI Coordinator
133 W 1st Street
Rushville, IN 46173
deputyclerk@cityofrushville.in.gov

City of Rushville's Title VI Coordinator will:

1. Administer and implement the City of Rushville's Title VI plan and policy.
2. Develop and maintain a Title VI liaison team to ensure departments are implementing, monitoring and complying with the City of Rushville's Title VI plan and policy.
3. Conduct Title VI reviews with liaisons in an effort to assist with identifying, addressing and eliminating discrimination concerns in every department.
4. Conduct or facilitate Title VI training programs with department liaisons for dissemination to employees.
5. Work with liaisons to develop and disseminate Title VI information to contractors, subcontractors, vendors, and consultants.
6. Work with liaisons to ensure community involvement and outreach is in compliance with Title VI and provides equitable opportunities for participation.
7. Ensure Title VI language is included in City of Rushville contracts.
8. Collect, review, and preserve statistical data (race, color, age, sex, sexual orientation, gender identity, disability, religion, income status, limited English proficiency, national origin) of participants in activities and programs to ensure the City of Rushville's continued compliance with Title VI.
9. Collect, review, and preserve data regarding the number of federally funded projects awarded or ongoing for the past three (3) years.
10. Maintain all Title VI records and correspondence, including but not limited to, signed employee acknowledgments, complaints and all correspondence regarding such requests for language services, demographic statistics, department compliance reviews and all Title VI discrimination complaints.
11. Address all Title VI discrimination complaints.
12. Review and update the Title VI plan and policy as needed or required.
13. Prepare and submit the annual Title VI update report.

4. Title VI Liaison

This interdisciplinary team (Appendix D) will be composed of department heads from each department in the City of Rushville. They will be responsible for ensuring compliance with Title VI and related nondiscrimination laws and providing input in the development and review of the Title VI implementation plan.

5. Employer/Employee Training and Responsibilities

Title VI plan and policy education and literature will be provided to all City of Rushville employees. City of Rushville employees will be required to sign an acknowledgment of receipt indicating they have received and reviewed Title VI policy guidelines.

Employees will be expected to follow the Title VI policy and guidelines set forth. In addition, City of Rushville employees should make every effort to alleviate any barriers to service or public use that would restrict public access or usage, take prompt and reasonable action to avoid or minimize discrimination incidences and **immediately** notify the Title VI Coordinator, in writing, of any questions, complaints, or allegations of discrimination.

6. Contractors, Subcontractors, Consultants, and Vendors

All contractors, subcontractors and vendors who receive payments from the City of Rushville where funding originates from any federal assistance programs are subject to the provisions of Title VI of the Civil Rights Act of 1964, as amended. City of Rushville will include Title VI language, as per the Standard U.S. DOT Title VI Assurances Appendices A, B & C, as relevant and appropriate, in written agreements and bid notices. Written agreements relevant to Title VI shall not contain any form of discrimination, either written or implied.

7. Complaint Process

City of Rushville will promptly investigate and attempt to resolve all complaints of alleged discrimination and will take corrective action upon the finding of a substantiated complaint.

Who May File a Complaint

Any individual, who believes they have been subjected to discrimination, may file a complaint with the City of Rushville Title VI Coordinator. A complainant's representative may also file a complaint on behalf of such person. A complainant's identity shall be kept confidential except to the extent necessary to complete the investigation.

How to File a Complaint

A complaint must be made in writing, signed by the complainant, and submitted to the Title VI Coordinator, stated above, within 180 days of the alleged discrimination in order to officially begin the complaint investigation process. If the complainant is unable or incapable of providing a written statement, the Title VI Coordinator will interview the complainant and assist in completing a written statement.

Location/Contents of Complaint Forms

Complaint forms (Appendix E) can be found on City of Rushville's website: www.cityofrushville.in.gov, or by contacting the City of Rushville Title VI Coordinator, stated above. Although using the Complaint Form is recommended when filing a complaint, it is not required. If not using the complaint form, a written complaint must contain the following information:

1. Name of the complainant
2. Contact information (telephone number, address, email address)
3. Basis for the allegation(s) (i.e., race, color, age, sex, sexual orientation, gender identity, disability, national origin, religion, income status, or limited English proficiency)
4. A detailed description of the alleged discrimination (how, when, where & why they believe they were discriminated against including the location(s), name(s), and contact information of all witnesses, if applicable)
5. Any other facts or circumstances that are deemed significant.

As stated above, if the complainant is unable or incapable of providing a written statement, a verbal complaint may be made to the City of Rushville Title VI Coordinator. Under these circumstances, the complainant will be interviewed and the City of Rushville Title VI Coordinator will assist the complainant in completing a written statement. The Title VI Coordinator will notify the complainant in writing if the complaint is incomplete and allot 30 calendar days for the complainant to respond and provide the information needed to complete the complaint. A complainant's failure to respond to the request for additional information within thirty (30) calendar days may result in the administrative closure of the complaint.

Complaint Investigation Process

A complaint is considered complete when all necessary information is provided in writing and is signed. Within thirty (30) calendar days after receipt of a completed complaint, the Title VI Coordinator will arrange to speak or meet with the complainant to discuss the complaint and the possible resolutions if applicable.

If the City of Rushville does not have sufficient jurisdiction to investigate the complaint, the Title VI Coordinator will refer the complaint to the appropriate local, state, or federal agency holding such jurisdiction. The Title VI Coordinator will notify the complainant or their representative, in writing, that the complaint is outside the City of Rushville's jurisdiction and where the complaint has been referred for further handling.

The Title VI Coordinator will then conduct a complete and thorough investigation of complaints inside the City of Rushville's jurisdiction, and based upon the information obtained, will render a final written response letter to the complainant or the complainant's representative by registered mail or hand delivery within sixty (60) calendar days. The final written response will include a description of the complaint, a summary of the investigation and the findings of such, summaries of all individuals interviewed, and if appropriate, recommendations and resolutions. All written complaints, investigations and responses will be retained for at least three (3) years in the city's annual report (Appendix F).

A complainant's identity shall be kept confidential except to the extent necessary to complete the investigation. If it is necessary to disclose the complainant's identity to the alleged person who may have discriminated against the complainant or a third-party, City of Rushville must first obtain the complainant's written consent. City of Rushville must also obtain the complainant's written consent before providing a copy of the complaint to any other individual(s) involved with the investigation.

If a complainant is dissatisfied with the final resolution of the complaint, they have the right to file a complaint with:

Department of Justice
Federal Coordination and Compliance Section- NWB
Civil Rights Division
U.S. Department of Justice
950 Pennsylvania Avenue, N. W.
Washington, D. C., 20530

8. Public Dissemination

Title VI information shall be displayed in City of Rushville buildings and all places in which public meetings are held. The name and contact information of the City of Rushville Title VI Coordinator will be displayed on the Title VI information.

The City of Rushville Title VI Plan & Policy will be made available on the City of Rushville website. Copies of the plan will also be provided upon request. Individuals with limited English proficiency may receive a translated copy of the plan upon request. Any questions or comments regarding this plan should be directed to the Title VI Coordinator.

9. Community Involvement and Outreach

The City of Rushville is committed to ensuring that community involvement and outreach is done in a respectful and appropriate manner that will allow for diverse involvement. Public meetings, programs and activities will provide equitable opportunities for participation.

Rushville City Council meetings are open to the public, as well as various other city meetings. Any meetings open to the public will be published on City of Rushville's website's main page and distributed to local media outlets. All public meetings are held in locations accessible to individuals with disabilities. Upon request, translators can be provided for those individuals with limited English proficiency. Auxiliary aids are also available upon request. Requests must be made at least forty-eight (48) hours in advance.

Also published on the City of Rushville's website are announcements, news, events, and minutes from various meetings. Some departments may also utilize signage, media and social media websites as other avenues to communicate with the community.

10. Data Collection

Pursuant to 23 CFR 200.9 (b)(4) the City of Rushville shall collect and analyze statistical information regarding demographics to assist in monitoring and ensuring nondiscrimination in all of its programs and activities.

The City of Rushville shall utilize a voluntary Title VI public involvement survey (Appendix G) that will be made available at public hearings and meetings. The survey will allow respondents to remain anonymous and will ask questions regarding their gender, ethnicity, race, age, income, and disabilities. The facilitator of these meetings will make an announcement at the beginning of the meeting to inform attendees of the survey and its purpose, and a request will be made for the attendees to complete the voluntary survey. Completed surveys will be retained by the Title VI Coordinator for three (3) years.

The Title VI Coordinator will also collect and report statistical data for the past three (3) years as it relates to the number of Federally funded projects, complaints filed and the results of those complaints, any requests for language services, demographic statistics, and department compliance reviews.

11. Section 504/American with Disabilities (ADA)

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) as amended, and the Americans with Disabilities Act of 1990, as well as any other local, state, and federal laws and regulations, the City of Rushville will make every reasonable effort to ensure that no individual with a disability will be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any of the City of Rushville's programs or activities.

For more information regarding the City of Rushville's American with Disability Act policy, please visit the City of Rushville at 133 West First Street, Rushville, IN.

Questions, concerns, comments or requests regarding the ADA should be made to the City of Rushville's ADA Coordinator.

12. Limited English Proficiency (LEP) 7Plan

Title VI of the Civil Rights Act of 1964, as amended, states that no person shall be subjected to discrimination on the basis of race, color or national origin. Presidential Executive Order No. 13166, titled "Improving Access to Services for Persons with Limited English Proficiency," indicates that individuals treated differently based upon their inability to speak, read, write or understand English is a type of national origin discrimination. Presidential Executive Order No. 13166 defines limited English proficiency persons as those individuals who do not speak English as their primary language and have limited ability to read, speak, write or understand English.

The U.S. Department of Transportation has a four-factor LEP analysis which considers the following factors:

1. The number or proportion of LEP persons in the service area who may be served or are likely to encounter a program, activity or service.
2. The frequency with which LEP persons come in contact with programs, activities or services.
3. The nature and importance of programs, activities or services provided to the LEP population.
4. The resources available and overall cost to provide LEP assistance.

According to 2000 census data, .08% of Rush County citizens did not speak English at home. The City of Rushville understands that the community profile is ever-changing; therefore, this LEP plan and the four-factor analysis will be re-evaluated on an annual basis to ensure that the plan remains reflective of the community's needs. Individuals requiring special language services or accommodations should contact the City of Rushville's Title VI Coordinator. A translator is available upon request.

13. Title VI Assurances

The U.S. Department of Transportation provides standard assurances that outline the City of Rushville's guarantee for compliance with Title VI of the Civil Rights Act of 1964 as a recipient of federal financial assistance. The executed assurances are included below.

Rushville, Indiana

Standard U.S. D O T Title VI Assurances

Rushville, Indiana (hereinafter referred to as the "Recipient") HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the Department of Transportation and the Federal Highway Administration, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations (CFR), Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, disability, sex, sexual orientation, gender identity, religion, age, low income status, or limited English proficiency, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation, including the **Indiana Department of Transportation**, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to its **Federal Aid Transportation Program**.

1. That the Recipient agrees that each "program" and each "facility" as defined in subsections

21.23(e) and (b) of the Regulations, will be (with regard to a “program”) conducted, or will be (with regard to a “facility”) operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with the **Federal Aid Transportation Program** and, in adapted form in all proposals for negotiated agreements:

Rushville, Indiana in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat, 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, disability, sex, sexual orientation, gender identity, religion, age, low income status or limited English proficiency in consideration for an award.

3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
4. That the Recipient shall insert the clauses of Appendix B of this assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the **Federal Aid Transportation Program** and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under the **Federal Aid Transportation Program**.
8. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.

9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient Department of Transportation under the **Federal Aid Transportation Program** and is binding on it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest and other participants in the **Federal Aid Transportation Program**. The persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

Board of Public Works:

Gary Cameron

Dr. John Williams

Darrin McGowen

Mayor Mike Pavey

Ron Jarman

City Council:

Brad Berkemeier

Craig Smith

Robert Bridges

Gary Cameron

Brian Conner

Appendix A

Contractor Assurances

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

(1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, disability, sex, sexual orientation, gender identity, religion, age, low income status or limited English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, disability, sex, sexual orientation, gender identity, religion, age, low income status or limited English proficiency.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Rushville or the Indiana Department of Transportation (INDOT) or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the City of Rushville, or INDOT or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Rushville shall impose such contract sanctions as it or INDOT or FHWA may determine to be appropriate, including, but not limited to:

- (a). withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b). cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as the City of Rushville or INDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contract may request the City of Rushville to enter into such litigation to protect the interests of the City of Rushville and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Appendix B

Deed Clause

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein for the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the Indiana Department of Transportation will accept Title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code of Federal Regulations, the Regulations for the Administration of Federal Aid Transportation Program and the policies and procedures prescribed by INDOT or FHWA and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the City of Rushville all the right, Title and interest of the Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the City of Rushville and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the City of Rushville, its successors and assigns.

The City of Rushville, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, or national origin, disability, sex, sexual orientation, gender identity, religion, age, low income status or limited English proficiency, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on over or under such lands hereby conveyed [,][and)* (2) that the City of Rushville shall use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended [,] and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction. *

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

Appendix C

Deed Clause

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the City of Rushville pursuant to the provisions of Assurance 7(a).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, the City of Rushville shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

[Include in deed.]*

That in the event of breach of any of the above nondiscrimination covenants, the City of Rushville shall have the right to reenter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the City of Rushville and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the City of Rushville pursuant to the provisions of Assurance 7(b).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that (1) no person on the grounds of race, color, or national origin, disability, sex, sexual orientation, gender identity, religion, age, low income status or limited English proficiency shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, or national origin, disability, sex, sexual orientation, gender identity, religion, age, low income status or limited English proficiency shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, the City of Rushville shall have the right to terminate the [license, lease, permit, etc.] and to reenter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

[Include in deeds]*

That in the event of breach of any of the above nondiscrimination covenants, the City of Rushville shall have the right to reenter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the City of Rushville and its assigns.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

Appendix D
Title VI Liaison Team

The City of Rushville's Title VI Liaison Team will be composed of department heads from each City of Rushville department. Team members will be responsible for ensuring compliance with Title VI and related nondiscrimination laws.

Appendix E
Complaint Form



Complainant's Name _____ Date: _____

Address: _____

City, State, & Zip Code _____

Phone Number _____ Email: _____

Person Discriminated Against: (If someone other than the complainant)

Name: _____ Phone Number: _____

Address: _____

City, State, & Zip Code: _____

Please indicate why you believe the discrimination occurred:

___ Race	___ Color	___ Age
___ Sex	___ Sexual Orientation	___ Gender Identity
___ Disability	___ National Origin	___ Religion
___ Limited English Proficiency	___ Income Status	

If you believe the discrimination you experienced was not listed above, please explain: _____

What is the date of the alleged discrimination?: _____

Where did the alleged discrimination take place?: _____

Please describe the alleged discrimination. Be as specific as possible in explaining what happened and whom you believe was responsible. (Attach additional pages if needed)

Please List any and all witnesses' names, phone numbers, and email addresses:

What type of remedy would you suggest:

Have you ever filed a complaint with any other federal, state, or local agency; or with any federal or state court? ____ Yes ____ No

If yes, which agency? _____

Please attach any documents or other information that you believe is relevant to your complain. Please sign, date, and send your complaint to:

Marcia Fish, City of Rushville Title VI Coordinator

133 W 1st Street

Rushville, IN 46173

deputyclerk@cityofrushville.in.gov

Printed Name: _____

Signature: _____

Date: _____

Appendix F
Annual Report

This report will be updated annually to show progress toward compliance with Title VI of the Civil Rights Act as well as information regarding complaints and investigations over the previous three (3) years.

Appendix G
Voluntary Title VI Public Involvement Survey



As a recipient of Federal funds, the city of Rushville is required to develop a procedure for gathering statistical data regarding participants and beneficiaries of its Federal Aid programs and activities (23 CFR §200.9(b) (4)). The City of Rushville is distributing this voluntary survey to fulfill that requirement to gather information about the populations affected by Rushville City activities.

Submittal of this information is voluntary. You are not required to complete this survey. This form is a public document that the City of Rushville will use to monitor its programs and activities for compliance with Title VI of the Civil Rights Act of 1964, as amended and its related statutes and regulations.

If you have any questions regarding the City of Rushville's responsibilities under Title VI of the Civil Rights Act of 1964, please contact the City of Rushville Title VI Coordinator.

You may return the survey by folding it and placing it in the box provided, or you may mail or deliver it to the Title VI Coordinator.

Marcia Fish, City of Rushville Title VI Coordinator
 133 W 1st Street
 Rushville, IN 46173

Date: _____	
Meeting: <input type="checkbox"/> City Council <input type="checkbox"/> Board of Works <input type="checkbox"/> City Redevelopment Board <input type="checkbox"/> Utilities Board <input type="checkbox"/> City APC/BZA <input type="checkbox"/> Usafe Board <input type="checkbox"/> Historic Review Board <input type="checkbox"/> Parks Board <input type="checkbox"/> Other: _____	
Proposed Project Location (if available):	
Gender: <input type="checkbox"/> Female <input type="checkbox"/> Male	Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> None Hispanic or Latino National Origin: <input type="checkbox"/> USA <input type="checkbox"/> Other: _____
Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White <input type="checkbox"/> Multiracial	
Age: <input type="checkbox"/> 1-21 <input type="checkbox"/> 22-40 <input type="checkbox"/> 41-65 <input type="checkbox"/> 65+	Disability: <input type="checkbox"/> Yes <input type="checkbox"/> No
Household Income: <input type="checkbox"/> 0-\$24,000 <input type="checkbox"/> \$24,001- \$48,000 <input type="checkbox"/> \$48,001- \$60,000 <input type="checkbox"/> \$60,001+	